



Education is our investment in the future.

PERSONAL SERVICE CONTRACT

The parties to this contract are the School District of Janesville (CONTRACTEE), and _____ (CONTRACTOR).

1. SCOPE OF SERVICE

CONTRACTOR, in exchange for the compensation paid by the CONTRACTEE under this contract, agrees to provide the following services: Transportation by private vehicle of School District of Janesville students from their residence in Beloit, WI to the student's school (s) in the morning and from the student's school (s) to their residence in Beloit, WI in the afternoon. This is on a day to day basis as needed.

2. TERM OF CONTRACT

This contract will commence on _____, _____, 2006, and terminate no later than the 7th day of June, 2007.

3. COMPENSATION

CONTRACTEE will pay for the services provided by CONTRACTOR under this contract, a mileage amount of \$0.445/mile, in addition to a flat stipend of \$1.00/mile traveled, to be paid twice each month for the length of the contract. In addition, CONTRACTEE will pay the CONTRACTOR the sum of \$5.00/morning and \$5.00/afternoon that school is in session and the CONTRACTOR is available to work, as a retainer.

4. TERMINATION OF CONTRACT

- a. Termination without cause. This contract may be terminated by mutual consent of both parties, or by either party upon 30 days' written notice.
- b. Termination for lack of funding or authority. The CONTRACTEE may terminate this contract effective upon delivery of written notice to the CONTRACTOR, or on any later date stated in the notice, under any of the following conditions:
 - 1) If funding is not obtained and continued at levels sufficient to allow for purchase of the services. The contract may be modified by agreement of the parties in writing to accommodate a reduction in funds.
 - 2) If federal or state laws or rules are modified or interpreted in a way that the services are no longer allowable or appropriate for purchase under this contract or are no longer eligible for the funding proposed for payments authorized by this contract.

- 3) If any license, permit or certificate required by law or rule, or by the terms of this contract, is for any reason denied, revoked, suspended or not renewed.

Termination of this contract under this subsection is without prejudice to any obligations or liabilities of either party already accrued prior to termination.

c. Termination for cause. The CONTRACTEE by written notice of default to the CONTRACTOR may terminate in whole or any part of this contract:

- 1) If the CONTRACTOR fails to provide services required by this contract within the time specified or any extension agreed to by the CONTRACTEE
or;
- 2) If the CONTRACTOR fails to perform any of the other provisions of this contract, or so fails to pursue the work as to endanger performance of this contract in accordance with its terms.

The rights and remedies of the CONTRACTEE provided in the above clause related to defaults by the CONTRACTOR are not exclusive and are in addition to any other rights and remedies provided by law or under this contract.

5. RENEWAL

This contract will not automatically renew but may be renewed at the consent of both parties.

6 MODIFICATION

This contract constitutes the entire agreement between the parties. There are no understandings, agreements, or representations, oral or written, not specified within this contract. This contract may not be modified, supplemented or amended, in any manner, except by written agreement signed by both parties.

7. SEVERABILITY

If any term of this contract is declared by a court having jurisdiction to be illegal or unenforceable, the validity of the remaining terms shall not be affected, and, if possible, the rights and obligations of the parties are to be construed and enforced as if the contract did not contain that term.

8. ASSIGNMENT AND SUBCONTRACTS

CONTRACTOR may not assign or otherwise transfer or delegate any right or duty without the CONTRACTEE's express written consent. CONTRACTOR shall not have the authority to contract for or incur obligations on behalf of the CONTRACTEE.

9. NOTICE

All notices or other communications required under this contract shall be given by registered or certified mail and are complete on the date mailed when addressed to the parties at the following addresses:

Steven J. Eichman
School District of Janesville
527 S. Franklin Street
Janesville, WI 53548

or _____

10. APPLICABLE LAW AND VENUE

This contract is governed by and construed in accordance with the laws of the State of Wisconsin.

11. GENERAL REQUIREMENTS

- a. Only pre-approved eligible students and authorized District staff may ride in CONTRACTOR'S vehicle.
- b. CONTRACTOR'S vehicle must be inspected annually by a CONTRACTEE approved individual/business at the CONTRACTOR'S expense for compliance with state law requirements and rules of the Department of Transportation.
- c. CONTRACTOR'S vehicle shall not be older than seven model years and have less than 80000 actual miles.
- d. CONTRACTOR shall maintain the CONTRACTOR'S vehicle in a safe, clean and roadworthy condition at all times.
- e. CONTRACTOR shall obey all traffic laws.
- f. CONTRACTOR is responsible for maintaining acceptable passenger behavior to insure safe transportation.
- g. The CONTRACTOR must require all passengers to comply with Wisconsin's Safety Belt and Child Passenger Safety Laws.
- h. The CONTRACTOR must report to the CONTRACTEE in writing within 1 day of occurrence, any of the following:
 - 1) Traffic accident or any moving violation
 - 2) Any conviction that would make the CONTRACTOR ineligible to be an operator
 - 3) Any suspension or revocation of the CONTRACTOR'S operator's license
 - 4) Any change in the roadworthiness of the CONTRACTOR'S vehicle

- 5) Any change in the CONTRACTOR'S health that may prohibit the CONTRACTOR from safely and/or legally fulfilling the terms and conditions of this contract.

12. SPOILIATION – NOTICE OF POTENTIAL CLAIMS

CONTRACTOR shall promptly notify CONTRACTEE of all potential claims by third parties which arise or result from services provided (or failure to provide services) under this contract. CONTRACTOR shall also take all reasonable steps to preserve all physical evidence and information which may be relevant to the circumstances surrounding such a potential claim, while maintaining public safety, and grants to the CONTRACTEE the opportunity to review and inspect the evidence, including the scene of an accident.

13. INDEMNITY

CONTRACTOR shall defend, indemnify, and hold harmless the CONTRACTEE, from any and all third party claims of any nature, including all costs, expenses and attorneys' fees, which may in any manner result from or arise out of services provided (or failure to provide services) under this contract, except for claims resulting from or arising out of CONTRACTEE'S sole negligence. The legal defense provided by CONTRACTOR to CONTRACTEE under this provision must be free of any conflicts of interest, even if retention of separate legal counsel for CONTRACTEE is necessary. CONTRACTOR shall also defend, indemnify, and hold CONTRACTEE harmless for all costs, expenses, and attorneys' fees incurred in establishing and litigating the indemnification coverage provided in this section. The obligation in this section shall continue after termination of this contract, or any extensions or renewals of it.

14. INSURANCE

- a. Required Coverage's. CONTRACTOR shall secure and keep in force during the term of this contract, from insurance companies authorized to do business in Wisconsin, the following insurance coverage's covering the CONTRACTOR for any and all claims of any nature which may in any manner arise out of or result from this contract:
 - 1) Commercial general liability, including contractual coverage, and products or completed operations coverage (if applicable), with minimum liability limits of \$500,000 per person and \$1,000,000 per occurrence.
 - 2) Automobile liability, with minimum liability limits of \$300,000 per person and \$1,000,000 per occurrence.
- b. General Insurance Requirements. The insurance coverage's listed above must meet the following additional requirements:
 - 1) Any deductible or self insured retention amount or other similar obligation under the policies shall be the sole responsibility of the CONTRACTOR. The amount of any deductible or self retention is subject to approval by the CONTRACTEE.

- 2) This insurance may be in policy or policies of insurance, primary and excess, including the so-called umbrella or catastrophe form and must be placed and maintained for the term of this contract and any extensions with insurers rated "A" or better by A.M. Best Company, Inc., provided any excess policy follows form for coverage. The policies shall be in form and terms approved by the CONTRACTEE. "Follows form" means the excess policy must be written with the same terms and conditions as the policy to which it is excess.
- 3) CONTRACTEE will be defended, indemnified, and held harmless to the full extent of any coverage actually secured by the CONTRACTOR in excess of the minimum requirements set forth above. The duty to indemnify CONTRACTEE shall not be limited by the insurance required in this section.
- 4) CONTRACTEE shall be endorsed on the commercial general liability policy, including any excess policies (to the extent applicable), as additional insured's. CONTRACTEE shall have the same rights and coverage's as CONTRACTOR under said policies. The additional insured endorsement for the commercial general liability policy shall be written on a form approved by the STATE, and the endorsement shall not limit or delete CONTRACTEE's coverage in any way based upon CONTRACTEE's acts or omissions.
- 5) The insurance required in this section, through a policy or endorsement, shall include:
 - a. a "Waiver of Subrogation" waiving any right of recovery the insurance company may have against CONTRACTEE;
 - b. a provision that the policy and endorsements may not be canceled or modified without thirty (30) days' prior written notice to the undersigned CONTRACTEE representative;
 - c. a provision that CONTRACTOR'S insurance coverage shall be primary (i.e., pay first) as respects any insurance, self-insurance or self-retention maintained by CONTRACTEE and that any insurance, self-insurance or self-retention maintained by CONTRACTEE shall be excess of the CONTRACTOR'S insurance and shall not contribute with it;
 - d. cross liability/severability of interest coverage for all policies and endorsements.
- 6) The legal defense provided to CONTRACTEE under the policy and any endorsements must be free of any conflicts of interest, even if retention of separate legal counsel for CONTRACTEE is necessary.
- 7) CONTRACTOR shall furnish a certificate of insurance, the additional insured endorsement adding CONTRACTEE as an additional insured, and, if requested, a copy of

the insurance policy and all its endorsements, to the undersigned CONTRACTEE representative prior to commencement of this contract.

8) Failure to provide insurance as required in this section is a material breach of contract entitling CONTRACTEE to immediately terminate this contract.

15. ALTERNATIVE DISPUTE RESOLUTION – JURY TRIAL

The CONTRACTEE does not agree to any form of binding arbitration, mediation, or other forms of mandatory alternative dispute resolution. The parties have the right to enforce their rights and remedies in judicial proceedings. The CONTRACTEE does not waive any right to a jury trial.

16. CONFIDENTIALITY

CONTRACTOR agrees not to use or disclose any information it receives from the CONTRACTEE under this contract that the CONTRACTEE has previously identified as confidential or exempt from mandatory public disclosure except as necessary to carry out the purposes of this contract or as authorized in advance by the CONTRACTEE. The CONTRACTEE agrees not to disclose any information it receives from CONTRACTOR, that the CONTRACTOR has previously identified as confidential and which the CONTRACTEE determines in its sole discretion is protected from mandatory public disclosure under a specific exception to the Wisconsin open records law. The duty of CONTRACTEE and CONTRACTOR to maintain confidentiality of information under this section continues beyond the term of this contract, or any extensions or renewals of it.

17. COMPLIANCE WITH PUBLIC RECORDS LAW

CONTRACTOR understands that, except for disclosures prohibited, the CONTRACTEE must disclose to the public upon request any records it receives from CONTRACTOR. CONTRACTOR further understands that any records which are obtained or generated by the CONTRACTOR under this contract, except for records that are confidential, may under certain circumstances, be open to the public upon request under the Wisconsin open records law. CONTRACTOR agrees to contact the CONTRACTEE immediately upon receiving a request for information under the open records law and to comply with the CONTRACTEE'S instructions on how to respond to the request.

18. INDEPENDENT ENTITY

CONTRACTOR is an independent entity under this contract and is not a CONTRACTEE employee for any purpose, including but not limited to the application of the Social Security Act, the Fair Labor Standards Act, the Federal Insurance Contribution Act, the Wisconsin Unemployment Compensation Law and the Wisconsin Workers' Compensation Act. CONTRACTOR retains sole and absolute discretion in the manner and means of carrying out the CONTRACTOR'S activities and responsibilities under this contract, except to the extent specified in this contract.

19. NONDISCRIMINATION AND COMPLIANCE WITH LAWS

CONTRACTOR agrees to comply with all applicable laws, rules, regulations and policies, including but not limited to those relating to nondiscrimination, accessibility and civil rights. CONTRACTOR agrees to timely file all required reports, make required payroll deductions, and timely pay all taxes and premiums owed, including but not limited to sales and use taxes and unemployment compensation and workers' compensation premiums. CONTRACTOR shall have and keep current at all times during the term of this contract all licenses and permits required by law.

20. STATE AUDIT

All records, regardless of physical form, and the accounting practices and procedures of CONTRACTOR relevant to this contract are subject to examination by the CONTRACTEE'S Auditor or the Auditor's designee. CONTRACTOR will maintain all such records for at least three years following completion of this contract.

21. PREPAYMENT

The CONTRACTEE will not make any advance payments before performance by the CONTRACTOR under this contract.

22. WARRANTS & REPRESENTATIONS

CONTRACTOR warrants and represents that he/she and each employee of CONTRACTOR:

- a. is a U.S. citizen or, if not, is eligible to work in the United States;
- b. is not prevented from lawfully working in this country because of visa or immigration status;
- c. if under 18 years of age, has provided proof of eligibility to work;
- d. that any and all information provided to CONTRACTEE for purposes of soliciting this contract is true and accurate, whether or not such information is included within this contract.

23. EFFECTIVENESS OF CONTRACT

This contract is not effective until fully executed by both parties.

CONTRACTEE

CONTRACTOR

School District of Janesville

BY: _____

TITLE: _____

DATE: _____

BY:

TITLE:

DATE: